

RECORDATION NO. 23800-6 FILED

DEC 18 '08

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SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

December 15, 2006

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination of Second Amended and Restated Collateral Agency Agreement, dated as of December 15, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Second Amended and Restated Collateral Agency Agreement previously filed with the Board under Recordation Number 23800-F.

The name and address of the party to the enclosed document are:

Collateral Agent: Bank of New York Trust Company, N.A.  
(successor to Bank One Trust Company, N.A.)  
ABS Global Corporate Trust  
601 Travis St., 16th Floor  
Houston, Texas 77002

[Lessee: Trinity Rail Leasing I L.P.  
2525 Stemmons Freeway  
Dallas, Texas 75207]

Mr. Vernon A. Williams  
December 15, 2006  
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[Owner Trustees: TRLI 2001-1C Railcar Statutory Trust  
TRLI 2001-1A Railcar Statutory Trust  
TRLI 2001-1B Railcar Statutory Trust  
c/o State Street Bank and Trust Company of  
Connecticut, National Association  
225 Asylum Street  
Goodwin Square  
Hartford, Connecticut 06103]

[Manager/  
Insurance Manager Trinity Rail Management, Inc.  
Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, Texas 75207]

[Indenture Trustee LaSalle Bank National Association  
135 South LaSalle Street, Suite 1960  
Chicago, Illinois 60603]

A description of the railroad equipment covered by the enclosed document  
is:

292 covered hopper cars within the series ERCX 9400 - ERCX 9699 as  
more particularly set forth in the equipment schedule attached to the  
document.

A short summary of the document to appear in the index is:

Partial Termination of Second Amended and Restated Collateral Agency  
Agreement.

Also enclosed is a check in the amount of \$34.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem  
Enclosures

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## SURFACE TRANSPORTATION BOARD

PARTIAL TERMINATION OF SECOND AMENDED AND RESTATED COLLATERAL  
AGENCY AGREEMENT

December 15, 2006

The Bank of New York Trust Company, N.A., successor-in-interest to J.P. Morgan Chase Bank, N.A., itself successor-in-interest to Bank One Trust Company, NA ("BONY"), is the Collateral Agent under the Second Amended and Restated Collateral Agency Agreement dated as of December 28, 2001 (the "Collateral Agreement") between Trinity Rail Leasing I LP ("Trinity I"), as Lessee, LaSalle Bank National Association, as Indenture Trustee, U.S. Bank National Association, as Owner Trustee for three trusts, Trinity Rail Management, Inc., Trinity Industries Leasing Company, as Manager and Insurance Manager, and BONY, as Collateral Agent, and is executing this instrument in such capacity. Terms used herein and not otherwise defined herein have the meanings assigned thereto in the Collateral Agreement.

BONY, as Collateral Agent currently holds a Security Interest granted by Trinity I, as lessee, pursuant to the Collateral Agreement in the railcars described on Schedule 1 hereto (such railcars together with Trinity I's right, title and interest in all components, parts and accessions to such cars and in all equipment attached or related thereto, being the "Equipment").

BONY, as Collateral Agent, hereby confirms and agrees, without recourse to or warranty by the Collateral Agent, that all of Collateral Agent's right, title and interest in and to the Equipment, whether held pursuant to the Collateral Agreement or otherwise, is released and of no further effect.

The undersigned has executed and delivered this Partial Termination of Collateral Agency Agreement as of the date first written above.

The Bank of New York Trust Company,  
N.A., as Collateral Agent

By: 

Bill Marshall

Title: Vice President

STATE OF TEXAS

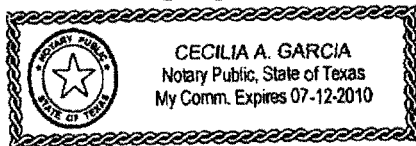
)

) ss.

COUNTY OF HARRIS

)

On this 14<sup>th</sup> day of December, 2006, before me personally appeared Bill Marshall, to me personally known, who being duly sworn, says that he is an officer of The Bank of New York Trust Company, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Cecilia A. Garcia  
Notary Public

[Notarial Seal]

My commission expires: 07-12-2010

# SCHEDULE 1

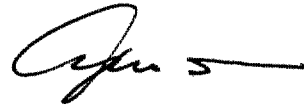
The Equipment consists of two hundred ninety-two (292) 2,980 cubic foot covered twin-hopper railroad cars marked and numbered:

ERCX	9400	ERCX	9442	ERCX	9485	ERCX	9528	ERCX	9571	ERCX	9616	ERCX	9658
ERCX	9401	ERCX	9443	ERCX	9486	ERCX	9529	ERCX	9572	ERCX	9617	ERCX	9659
ERCX	9402	ERCX	9444	ERCX	9487	ERCX	9530	ERCX	9573	ERCX	9618	ERCX	9660
ERCX	9403	ERCX	9445	ERCX	9488	ERCX	9531	ERCX	9575	ERCX	9619	ERCX	9661
ERCX	9404	ERCX	9446	ERCX	9489	ERCX	9533	ERCX	9576	ERCX	9620	ERCX	9662
ERCX	9405	ERCX	9447	ERCX	9490	ERCX	9534	ERCX	9578	ERCX	9621	ERCX	9663
ERCX	9406	ERCX	9448	ERCX	9491	ERCX	9535	ERCX	9580	ERCX	9622	ERCX	9664
ERCX	9407	ERCX	9449	ERCX	9492	ERCX	9536	ERCX	9581	ERCX	9623	ERCX	9665
ERCX	9408	ERCX	9450	ERCX	9493	ERCX	9537	ERCX	9582	ERCX	9624	ERCX	9666
ERCX	9409	ERCX	9451	ERCX	9494	ERCX	9538	ERCX	9583	ERCX	9625	ERCX	9667
ERCX	9410	ERCX	9452	ERCX	9495	ERCX	9539	ERCX	9584	ERCX	9626	ERCX	9668
ERCX	9411	ERCX	9453	ERCX	9496	ERCX	9540	ERCX	9585	ERCX	9627	ERCX	9669
ERCX	9412	ERCX	9454	ERCX	9497	ERCX	9541	ERCX	9586	ERCX	9628	ERCX	9670
ERCX	9413	ERCX	9455	ERCX	9498	ERCX	9542	ERCX	9587	ERCX	9629	ERCX	9671
ERCX	9414	ERCX	9456	ERCX	9499	ERCX	9543	ERCX	9588	ERCX	9630	ERCX	9672
ERCX	9415	ERCX	9457	ERCX	9500	ERCX	9544	ERCX	9589	ERCX	9631	ERCX	9673
ERCX	9416	ERCX	9458	ERCX	9501	ERCX	9545	ERCX	9590	ERCX	9632	ERCX	9674
ERCX	9417	ERCX	9459	ERCX	9502	ERCX	9546	ERCX	9591	ERCX	9633	ERCX	9676
ERCX	9418	ERCX	9460	ERCX	9503	ERCX	9547	ERCX	9592	ERCX	9634	ERCX	9678
ERCX	9419	ERCX	9461	ERCX	9504	ERCX	9548	ERCX	9593	ERCX	9635	ERCX	9679
ERCX	9420	ERCX	9462	ERCX	9505	ERCX	9549	ERCX	9594	ERCX	9636	ERCX	9680
ERCX	9421	ERCX	9463	ERCX	9506	ERCX	9550	ERCX	9595	ERCX	9637	ERCX	9681
ERCX	9422	ERCX	9464	ERCX	9507	ERCX	9551	ERCX	9596	ERCX	9638	ERCX	9682
ERCX	9423	ERCX	9465	ERCX	9509	ERCX	9552	ERCX	9597	ERCX	9639	ERCX	9683
ERCX	9424	ERCX	9466	ERCX	9510	ERCX	9553	ERCX	9598	ERCX	9640	ERCX	9684
ERCX	9425	ERCX	9467	ERCX	9511	ERCX	9554	ERCX	9599	ERCX	9641	ERCX	9685
ERCX	9426	ERCX	9468	ERCX	9512	ERCX	9555	ERCX	9600	ERCX	9642	ERCX	9686
ERCX	9427	ERCX	9469	ERCX	9513	ERCX	9556	ERCX	9601	ERCX	9643	ERCX	9687
ERCX	9428	ERCX	9470	ERCX	9514	ERCX	9557	ERCX	9602	ERCX	9644	ERCX	9688
ERCX	9429	ERCX	9471	ERCX	9515	ERCX	9558	ERCX	9603	ERCX	9645	ERCX	9689
ERCX	9430	ERCX	9472	ERCX	9516	ERCX	9559	ERCX	9604	ERCX	9646	ERCX	9690
ERCX	9431	ERCX	9474	ERCX	9517	ERCX	9560	ERCX	9605	ERCX	9647	ERCX	9691
ERCX	9432	ERCX	9475	ERCX	9518	ERCX	9561	ERCX	9606	ERCX	9648	ERCX	9692
ERCX	9433	ERCX	9476	ERCX	9519	ERCX	9562	ERCX	9607	ERCX	9649	ERCX	9693
ERCX	9434	ERCX	9477	ERCX	9520	ERCX	9563	ERCX	9608	ERCX	9650	ERCX	9694
ERCX	9435	ERCX	9478	ERCX	9521	ERCX	9564	ERCX	9609	ERCX	9651	ERCX	9695
ERCX	9436	ERCX	9479	ERCX	9522	ERCX	9565	ERCX	9610	ERCX	9652	ERCX	9696
ERCX	9437	ERCX	9480	ERCX	9523	ERCX	9566	ERCX	9611	ERCX	9653	ERCX	9697
ERCX	9438	ERCX	9481	ERCX	9524	ERCX	9567	ERCX	9612	ERCX	9654	ERCX	9698
ERCX	9439	ERCX	9482	ERCX	9525	ERCX	9568	ERCX	9613	ERCX	9655	ERCX	9699
ERCX	9440	ERCX	9483	ERCX	9526	ERCX	9569	ERCX	9614	ERCX	9656		
ERCX	9441	ERCX	9484	ERCX	9527	ERCX	9570	ERCX	9615	ERCX	9657		

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: December 15, 2006

A handwritten signature in black ink, appearing to read 'R. Alvord', followed by a horizontal line.

\_\_\_\_\_  
Robert W. Alvord